

13. Award RFP-4184-03/JVP – Term Contract for Electronics Collection and Recycling Agreement, to Creative Recycling Systems, Inc., Tampa (Not-to-Exceed \$150,000.00 for 3 year period).

RFP-4184-03/JVP will provide for electronics collection and recycling services for Seminole County. The scope of services will include the end-of-life electronics collection, reuse, recycling, de-manufacture and transportation services. The Contractor will also provide for the proper disposal for scrap and waste items, including contract with, and transport to, a duly authorized disposal site for electronics unable to be reused or recycled. End-of-life electronics include items such as old computers and television sets. These items can contain high levels of lead and other heavy metals that can be hazardous when discarded. Fortunately, end-of-life electronics can be recycled by specialized firms.

This project was publicly advertised and the County received four (4) responses. The Evaluation Committee, which consisted of David Gregory, Solid Waste Manager; Colleen Puglisi, Senior Coordinator/Solid Waste Division and Tom Waters, Principal Coordinator/Solid Waste Division, evaluated the responses. The evaluation was based on qualifications of the firm and proposed personnel, project understanding and approach, relevant experience, ability to perform and provide required services and price proposal. The procurement was a low-price, technically acceptable request for proposal, and the lowest priced proposal was selected.

The Review Committee recommends award of the contracts to Creative Recycling System, Tampa with an estimated annual amount of \$50,000.00 per year. The agreement will take effect on the date of its execution and shall run for a period of three (3) years and may be renewed for two (2) successive periods not to exceed one (1) year each. Authorization for performance of services by the Providers under this agreement shall be in the form of written Purchase Orders issued and executed by the County. The work and dollar amount for each Purchase Order will be negotiated on an as-needed basis for each project.

Environmental Services/Solid Waste Division and Fiscal Services/Purchasing and Contracts Division recommend the Board approve the project and authorize the Chairman to execute the Agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the RFP documents.

ELECTRONICS COLLECTION AND RECYCLING AGREEMENT (RFP-4184-03/JVP)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CREATIVE RECYCLING SYSTEMS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 7501 Interbay Boulevard, Tampa, Florida 33616, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide electronics collection and recycling services for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide electronics collection and recycling services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time

specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. Annual compensation paid pursuant to this Agreement shall not exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) per year.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Solid Waste Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the

contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date

of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default

of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured

under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the

authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to

all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by

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Seminole County Solid Waste Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

Creative Recycling Systems, Inc.
7501 Interbay Boulevard
Tampa, Florida 33616

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of

IN WITNESS WHEREOF, the parties hereto have made and executed this

CREATIVE RECYCLING SYSTEMS, INC.

By: _____, President

(CORPORATE SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
5/23/03
rfp-4184

Attachments:
Exhibit "A"- Scope of Services
Exhibit "B"- Sample Purchase Order

ATTACHMENT A **Electronics Collection and Recycling Program** **SCOPE OF SERVICES**

INTRODUCTION:

Seminole County (County) is located in Central Florida and has a population of approximately 365,000 residents. The County seeks a qualified contractor to provide end-of-life electronics collection, reuse, recycling, demanufacture and transportation services. The Contractor will also provide for the proper disposal (as a last option) for scrap and waste items, including contract with, and transport to, a duly authorized disposal site for electronics unable to be reused or recycled. The services are necessary to reduce the volume and impact of end-of-life electronics, especially those containing cathode ray tubes, from the municipal solid waste stream. The electronics will be generated from residential, commercial and institutional sources.

The County operates a Household Hazardous Waste (HHW) Collection Center at the Seminole County Central Transfer Station (CTS). The Central Transfer Station is located at 1950 State Road 419, Longwood, Florida 32750. The CTS is open Monday through Saturday 7:30 am – 5:30 pm. The contractor shall provide electronics collection at this site for residential, commercial and institutional entities. Residentially generated electronics will be accepted at the County HHW Collection Center at all times during normal business hours. The County will store accepted items until they can be collected for recycling by the Contractor.

Electronics collection and recycling services are to be provided to commercial and institutional generators at collection events. The County intends to hold a minimum of two (2) annual commercial/institutional collection events at the HHW Collection Center. Additional Commercial/institutional Collections Events will be scheduled and conducted on an as needed basis by the County at its discretion. Commercial/Institutional generators of electronics shall also be provided electronics recycling and collection services through coordinated "milk runs" conducted by the contractor. **(A milk run shall be defined as the electronics recycling and collection services provided by the Contractor to commercial and institutional entities at their establishment.)** The prices for electronics collection and recycling services in this agreement will be made available to Commercial and Institutional Entities in Seminole County.

Pursuant to Florida Department of Environmental Protection (FDEP) guidelines, electronics, when recycled, are excluded from regulation as a hazardous waste. However, under this scope of services, all applicable standards for hazardous waste will be followed, including, but not limited to: transportation, storage, disposal and permitting.

The electronics collection and recycling program will focus primarily on CRTs (monitors and TVs), computers, and peripherals, but all of the following items may be accepted:

1. Monitors/terminals
2. TVs > 19" (consoles or tabletops)
3. TVs ≤ 19" (tabletops)
4. CPUs (includes laptops)
5. Large computer peripherals (printers, scanners, copiers, fax machines, etc.)
6. Small computer peripherals (keyboards, mice, cables, game hardware, uninterruptible power supplies (UPS), external drives and modems, etc.)
7. Telecommunications devices (desk phones, mobile phones, pagers, hand held devices, etc.)
8. Video and audio equipment (stereos, VCRs, radios, tape players, speakers, etc.)

Unacceptable Materials: White goods (stoves, refrigerators, water heaters, dryers, etc.)

Contractors Responsibilities:

1. The Contract must meet the following minimum requirements, as per the State of Florida electronics recycling contract.

- a. The Contractor shall maintain for the duration of this contract a Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
- b. The Contractor shall maintain for the duration of this contract a Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
- c. Documentation of end markets for equipment, recovered components and recovered materials. Documentation may be in the form of:
 - (1) Letters of agreements/contracts on subcontractor letterhead; or
 - (2) Copies of agreements/contracts with scope of agreement, dates and signatures; or
 - (3) Sworn affidavit from contractor on contractor letterhead.

End Market documentation shall identify the principals participating in the contract, including companies and/or individuals involved in the following:

- A. Hauling or transportation of the recyclable materials.
- B. Collecting, sorting, and/or separating the recyclable materials.
- C. Processing of the recyclable materials into raw materials or components that can be recycled.

The identification of the above principals participating in the contract shall include the following:

- A. Name of firm and/or individual
- B. Address, telephone and fax numbers, and email address
- C. Identification of the officers, directors, and principals owning 25% or more of the firm
- D. Statement regarding the extent to which the participants in the contract include either Florida based businesses or business with a Florida presence.

End Market documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

The Contractor shall immediately notify the County in writing of any changes proposed to the original processing, recycling, disposal, subcontractors, or end markets. The County, at its discretion, shall approve or disapprove the proposal. No changes shall be binding upon the County unless evidenced by written consent of the County.

2. The Contractor shall be responsible for providing to the County electronics collection and recycling services to include, but not limited to: all labor, packaging and packaging materials, loading, transportation, unloading, and audit trail documentation for all electronics listed on the price sheet.
3. The Contractor shall respond within 48 hours of request for service to acknowledge receipt of request for service and issue a work order document number. All items listed on the associated work order shall be removed from the County within 14 days from request for service.
4. The Contractor shall verify item count and item description listed on each work order. The Contractor shall provide appropriate packaging, loading and transportation for items located at the CTS or other collection point as specified on the work order. Each work order shall include, but is not limited to:
 - a) Contractor Name
 - b) Contractor Address
 - c) Contractor Phone Number
 - d) Contractor Work Order Number
 - e) County Contract Number
 - f) County Contact Person

- g) Specific Location of Collection
- h) Pick up Date and Time
- i) Listing of the Equipment to be Recycled/Reused
- j) The Quantity of the Items in each Category as Specified on the Price Sheet

5. The Contractor shall ensure that all recovered electronics are recycled or properly disposed of (as a last resort) and documented. Documentation of the recycling/disposal actions for each category shall be reported within 90 days receipt of the service request.

6. The Contractor and any subcontractor(s) employed by the Contractor shall possess and maintain for the duration of this contract all permits, licenses, insurance, certificates, and approvals as required in the Request for Proposals (RFP).

7. The Contractor shall maintain a facility in Florida for the duration of this contract and shall be at the location as its mailing address. The County reserves the right to inspect the facility at any time during the term of this contract to ensure compliance with the terms of the contract.

8. The Contractor will receive, unload and inventory the electronics at its facility, and will determine in each case whether to:

- a) Prepare them for repair or reuse and sale or donation to appropriate end users, then accomplish such sale or donation, including packing, loading, transporting and unloading the electronics to get them to their ultimate destination

OR

- b) Accomplish de-manufacture as required to recycle as many of the components/materials, if any, as are economically practical to be recycled, then accomplish the recycling by Contractor's internal operation or by selling the components/materials to a company or person in an end market, including packing, loading, transporting and unloading the components/materials to get them to their ultimate destination

AND

- c) Provide, at Contractors' cost, where appropriate, legal disposal for any non-recyclable components/materials (including any components which are hazardous waste and therefore subject to special disposal regulations or laws), and for electronics that are neither reusable nor recyclable in whole or in part

What type format? Excel, Word, Pentamation, etc

9. The Contractor shall ensure that the disposition of all electronics pursuant to the grant agreement County has with DEP, otherwise in accordance with requirements set forth in this Agreement and such other requirements as the County may specify in writing to Contractor during this Agreement. Documentation must be reported to the County in a format compatible with the County's financial, word processing and statistical systems, such that the data which the County wishes be transferred fully, in manipulable form, is in fact transferred fully, in manipulable form. Documentation must be reported per work order, within thirty (30) days of receipt of the work order or in more frequent increments as the County may request. Reporting of documentation shall be a task independent of, but not in conflict with (i), initial, advance presentation of end-market participants and their qualifications to County and DEP pursuant to Section 14 of the Agreement and (ii) invoicing of the County pursuant to Attachment B.

10. The DEP currently expects County's end of program life documentation to include the information categories shown on Exhibit 1 to this Attachment A, which is a report called "End-of-Life Electronic Equipment Pilot Collection Program Summary Report – Alachua County, Florida. Accordingly, Contractor's documentation furnished to County must include all information, such as type of electronics, number of units and weight, necessary for County to be able to easily produce a report similar to what is shown on Exhibit 2 to this Attachment A. Minimum categories of that report, however, have been expanded by DEP to include:

- 1. Monitors/terminals
- 2. TV's > 19" (consoles or tabletops) – include manufacturers name.
- 3. TV's ≤ 19" (tabletops)- include manufactures name.
- 4. CPU's (includes laptops)
- 5. Large computer peripherals (printers, scanners, copiers, fax machines, etc.)

6. Small computer peripherals (keyboards, mice, cables, game hardware, uninterruptible power supplies (UPS), external drives and modems, etc.)
 7. Telecommunications devices (desk phones, mobile phones, pagers, hand held devices, etc.)
 8. Video and audio equipment (stereos, VCR's, radios, tape players, speakers, etc.)
11. The Contractor shall provide a Certificate of Recycling for each item recycled upon completion.
 12. The Contractor shall plan on conducting a minimum of four (4) Commercial/Institutional Collection Events per fiscal year.
 - a. The Contractor will provide a fully trained crew sufficient to adequately conduct the event including, if necessary, the handling of traffic control and removal of waste from vehicles. The Contractor shall be able to provide labor for any event. The Contractor and the County shall agree to the actual staffing the Contractor will provide at least three (3) weeks prior to the event.
 - b. The Contractor shall provide all equipment and materials necessary for setting up and operating at the County's designated collection site. This includes, but is not limited to: portable tents capable of adequately sheltering Contractor and County personnel. The Contractor shall also provide all personal protective equipment (ppe) necessary to protect Contractor personnel and workers provided by the County. Such protective equipment will include, but not be limited to: safety glasses, face shields, gloves, coveralls, aprons, eye wash units, etc. Contractor personnel and County workers must properly utilize safety equipment at all times when they are in the collection work area.
 - c. The Contractor must be set up and completely operational at least thirty (30) minutes prior to the event being open. The contractor shall maintain good housekeeping within the site throughout the event. The Contractor shall appropriately clean the site after every collection event.
 - d. If participation rates exceed the Contractor's capability to properly manage the collection event, the Contractor will mobilize additional personnel, equipment and materials, as required, at the request of the County.
 - e. The Contractor crew will include a Project Manager who must be on-site at all times during the operation of the event.
 - f. The Contractor shall be responsible for providing all services necessary to insure the proper identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of electronics received from Commercial/Institutional generators.
 - g. The Contractor shall charge Commercial/Institutional Generators within Seminole County the prices indicated in the price proposal, following the end of the grant period.
 13. The Contractor shall, through mutual agreement with County staff, develop and implement "milk run" collections for Commercial/institutional Generators within the County that desire to use the County Contractor to provide electronics collection and recycling services.
 - a. The Contractor shall be responsible for the collection, packaging, shipping, transportation, or disposal of Electronics accepted by the Contractor.
 - b. The Contractor shall charge for "milk run" collections for Commercial/Institutional Generators within Seminole County the prices indicated in the price proposal, following the end of the grant period on December 31, 2003 unless extended.

County's Responsibilities:

1. The County will coordinate the schedule of collection events with the contractor so that the Contractor is aware of and agrees with the schedule at least five calendar weeks prior to the event being held.

2. The County reserves the right to cancel or reduce the hours of operation of any scheduled collection event.
3. The County, at its sole discretion, may schedule as many collection events as it desires, or no collection events if it desires.

EXHIBIT 1
Consumer Survey

1. How did you hear about this electronics collection event?

- ☐ TV Ad ☐ Radio ☐ Flyer
☐ Newspaper Ad ☐ Friend/word of mouth ☐ Other _____

2. Why did you come here today to recycle your electronic product(s)? (Choose up to two)

- ☐ I had no other place to take this product
☐ This was a convenient way to get rid of my old electronics
☐ Other (please specify): _____

3. How far did you travel today to recycle your electronics (give your best estimate)? _____ miles

4. What items did you bring in today?

Item	How many?	Product Brand	How old is the item? (in years)	Is it working?	Is it a previously used or second hand item?
TV				Yes / No	Yes / No
Computer (CPU)				Yes / No	Yes / No
Computer Monitor				Yes / No	Yes / No
Computer Peripheral:					
Mouse				Yes / No	Yes / No
Keyboard				Yes / No	Yes / No
Printer				Yes / No	Yes / No
Scanner				Yes / No	Yes / No
Other:				Yes / No	Yes / No
Other:				Yes / No	Yes / No

5. How many TVs, computers and monitors do you have at home?

TVs _____

Monitors _____ Computers _____

6. Who do you think should pay for the safe recycling and disposal of these electronic products?
 (Check no more than 2)

- ☐ Customer/user ☐ Government
☐ Retail store ☐ Other (please specify): _____
☐ Electronics manufacturer

7. Who do you think should operate the program for safe recycling and disposal of electronics?
 (Check no more than 2)

- ☐ Retail store ☐ Charity
☐ Electronics manufacturer ☐ Other (please specify): _____
☐ Government

8. If you had to pay to recycle your electronics, when would you prefer to pay?

- ☐ When I purchase the item
☐ When I recycle the item
☐ Other (please specify): _____

9. If you had to pay to recycle your electronics, what is the most you would be willing to pay? \$ _____

10. The electronics you brought in today were used by a

- ☐ Residence ☐ Government
☐ Business ☐ Institution

To be filled out by collection event host)

Collection event location (city, state): _____

Date: _____

Collection event type (e.g. municipal drop off, retailer): _____

Participant Number _____

*creative
recycling
system*

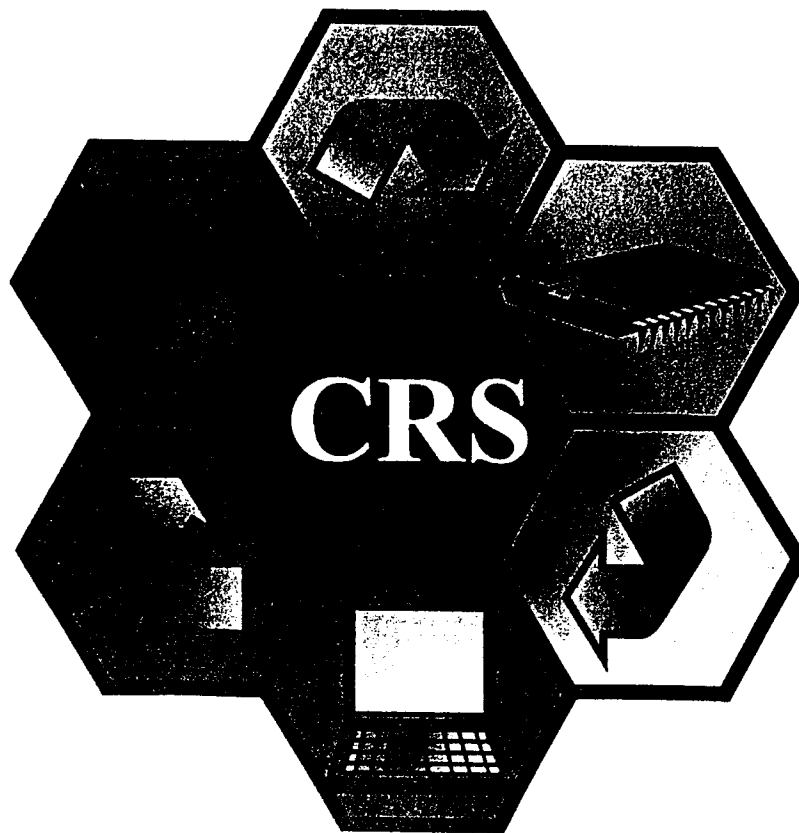
ORIGINAL

13

Price Proposal Form
(Must Be Sealed In Separate Envelope)

In accordance with the foregoing terms, conditions and specifications, the undersigned proposer hereby submits the following firm, fixed prices for supplying Seminole County, FOB DESTINATION, with the following.

ITEM	ESTIMATED EVENTS/UNITS PER YEAR	PRICE/PAYMENT PROPOSED	Extended price (events/units x price)
Event Fee (Lump sum fee to mobilize)	4 events	N/C	- 0 -
Mobilization Fee (Lump sum non-event)	4 events	N/C	- 0 -
"Milk Run" Fee per stop	12 stops	\$30.00	\$360.00
		Per unit price/payment (includes all labor, packaging, packaging material, transportation, demanufacture, recycling, and/or disposal)	
Monitors/terminals	100	\$6.00	\$600.00
TV's > 19" (consoles or tabletops)	100	\$13.00	\$1300.00
TV's ? 19" (tabletops)	100	\$8.00	\$800.00
CPU's (includes laptops)	100	N/C	- 0 -
Large computer peripherals (printers, scanners, copiers, fax machines, etc.) Small computer peripherals (keyboards, mice, cables, game hardware, uninterruptible power supplies (UPS), external drives and modems, etc.)	100	\$2.00	\$200.00
Telecommunications devices (desk phones, mobile phones, pagers, hand held devices, etc.)	80	N/C	- 0 -
Video and audio equipment (stereos, VCR's, radios, tape players, speakers, etc.)	80	\$2.00	\$160.00
TOTAL			\$ 3420.00



SEMINOLE COUNTY
TERM CONTRACT
ELECTRONICS COLLECTION
AND RECYCLING
RFP-4184-03/JVP

FROM: CREATIVE RECYCLING SYSTEMS, INC.

13
COPY

Submit Proposal to:

SEMINOLE COUNTY SERVICES BUILDING
1101 E. 1st Street, Room 3208
Sanford, Florida 32771-1468

Attn.: Purchasing Division

REQUEST FOR PROPOSALS

RFP-4184-03/JVP
**TERM CONTRACT ELECTRONICS
COLLECTION AND RECYCLING**

Contact: Jacqui Perry, CPPB,
Senior Procurement Analyst,
E-mail: jvperry@co.seminole.fl.us or
Phone: (407) 665-7114

PRE-Proposal Date & Time:

April 10, 2003 at 10:00 a.m.

Proposal Due Date & Time:

April 23, 2003 at 2:00 p.m.

Location of Public Opening & Pre-Proposal:

County Services Building, Room 3223, 1101 E. 1st
Street, Sanford, Florida 32771

PROPOSER NAME: _____
CREATIVE RECYCLING SYSTEMS INC.

MAILING ADDRESS: _____

7501 INTERBAY BLVD

TAMPA, FLORIDA 33616


Authorized Signature (Manual)

Email Address: CREATIVE@CRSRECYCLING.COM

Phone#: 813-621-2319 OR 800-797-2061

**TERM CONTRACT
REQUEST FOR PROPOSALS**

PART I - GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

These documents constitute the complete set of terms and conditions, specification requirements, and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. **PROPOSERS SHALL SUBMIT SEVEN (7) COMPLETE SETS (ONE (1) ORIGINAL AND SIX (6) COPIES) OF THEIR PROPOSAL, COMPLETE WITH ALL SUPPORTING DOCUMENTATION.** SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE PROPOSER. Proposals that do not comply with these requirements may be rejected at the option of the County.

RESPONDENT / RECOMMENDATION OF AWARD INFORMATION: Please visit our website at www.co.seminole.fl.us, this information is posted on the website 24 hours after proposal opening

ADDENDUM: The County will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Proposal Documents, in the form of a written addendum. Should revisions to the Proposal Documents become necessary, the County will post a written addendum to the Purchasing Division's website (www.co.seminole.fl.us/business/purchasing). All addenda will be posted at least seven days before proposal closing.

ALL PROPOSERS SHOULD CHECK THE COUNTY'S WEBSITE WITHIN SEVEN (7) CALENDAR DAYS OF THE PROPOSAL OPENING DATE TO ASCERTAIN WHETHER ANY ADDENDUM HAVE BEEN ISSUED.

FAILURE TO DO SO COULD RESULT IN REJECTION OF THE PROPOSAL AS UNRESPONSIVE.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposers' responsibility to contact the County in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

CONTACT: All questions and requests for additional information regarding this RFP must be directed to the contact person noted above. Prospective Bidders shall not contact any member of the Seminole County Board of County Commissioners, County Manager, or any other Seminole

TABLE OF CONTENTS

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COPY

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5	ABILITY TO PERFORM	pgs 19-23
6	INSURANCE	pgs 24-26



Creative Recycling Systems, Inc.

April 21, 2003

**SEMINOLE COUNTY
RFP-4184-03/JVP**

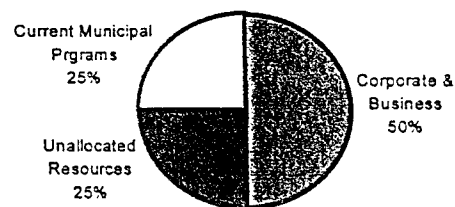
TERM CONTRACT ELECTRONICS COLLECTION AND RECYCLING

SECTION 1 – REQUIRED SUBMITTALS

- A. Letter of Transmittal will be attachment A. of section 1
- B. Creative Recycling Systems, Inc. is a corporation that was incorporated in the state of Florida in January of 1994. (See attachment B. of section 1)
- C. 59-321-7435
- D. SSN: Not Applicable
- E.

Jonathan A. Yob	President/CEO	100% Principal of the Corporation
Joseph C. Yob	Vice-President	
James Kristof	General Manager	
Richard Golden	Operations Manager	
Ruth Corr	Office Manager	
Regina Leverett	Project Coordinator	
- F. See Attachments C of section 1.
- G. No Prior Litigation
- H. No regulatory or license agency sanctions.
- I. No addenda when checked on April 22, 2003
- J. See Attachment D of section 1.
- K. Creative Recycling will be able to allocate 25% of its current available resources to the Seminole County Project, with the ability to hire more employees if the workload deems it necessary.

Corporate Allocations



"Recycling that works for you"

**PO Box 19120, Tampa, FL 33686-9120
(813) 621-2319 Fax (813) 626-1248**



Creative Recycling Systems, Inc.

11

Letter of Transmittal

Creative Recycling Systems, Inc. (CRS) has been involved in electronics recycling and asset management since its inception in January of 1994. Our commitment to reliable service has enabled us to establish an outstanding program to manage all types of electronic equipment. We have developed programs with municipalities, corporations, small business, and non-profit organizations throughout the nation. Through our experiences we continue to develop the correct, responsible answers to demanufacturing, reuse, and recycling.

CRS specializes in the collection, triage, and demanufacturing of all types of electronic equipment. We utilize an environmentally sound and fiscally responsible methodology to yield the most favorable results. Our ability to perform should also be apparent in light of the tremendous success rate we have with our other County contracts. Our contracts with other counties include but are not limited to:

Pinellas County (since 1998)

Citrus County (2001)

Our partnership with ARC Broward to handle Broward Counties end of life electronics (2001)

Orange County (2002)

Hernando County (2003)

The management and staff that we will commit to Seminole County's program is extremely knowledgeable and well trained. Their proven ability to distinguish all types of electronic materials for reuse, demanufacturing, and recycling will be an important factor in meeting or exceeding our contractual obligations. Following is the list of persons authorized to make representations for CRS.

Jon A. Yob	President/CEO (813) 621-2319	7501 Interbay Blvd., Tampa, FL 33616
James R. Kristof	General Manager (727) 643-3704	9001 94 th St. N., Largo, FL 33777

We look forward to committing our resources here at CRS in maximizing the success of the Seminole County electronics-recycling program. We will devote all necessary personnel and equipment to ensure that this program is yet another example of how Creative Recycling Systems, Inc. works with the public sector to protect our environment.

Sincerely,

James R. Kristof
General Manager

"Recycling that works for you"

PO Box 19120, Tampa, FL 33686-9120
(813) 621-2319 Fax (813) 626-1248

State of Florida

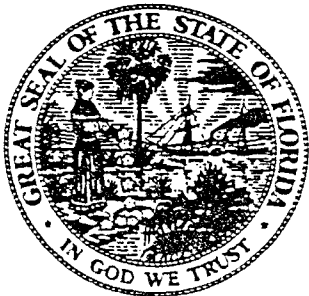


Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CREATIVE RECYCLING SYSTEMS, INC., a Florida corporation, filed on January 6, 1994, as shown by the records of this office.

The document number of this corporation is P94000001606.

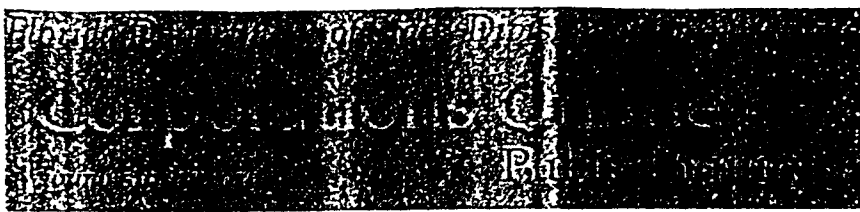
Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventh day of January, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State



13

Florida Profit

CREATIVE RECYCLING SYSTEMS, INC.

PRINCIPAL ADDRESS

7501 INTERBAY BLVD
TAMPA FL 33616
Changed 04/30/2001

MAILING ADDRESS

P.O. BOX 19120
TAMPA FL 33686-9120 US
Changed 04/30/2001

Document Number
P94000001606

FEI Number
593217435

Date Filed
01/06/1994

State
FL

Status
ACTIVE

Effective Date
NONE

Registered Agent

Name & Address
YOB, JONATHAN A 7501 INTERBAY BLVD TAMPA FL 33616
Name Changed: 04/30/2001
Address Changed: 04/30/2001

Officer/Director Detail

Name & Address	Title
YOB, JONATHAN 7501 INTERBAY BLVD TAMPA FL 33616	P
YOB, JOSEPH JR 7501 INTERBAY BLVD TAMPA FL 33616	V

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

Before me, the undersigned authority, personally appeared JAMES KRISTOF who was duly sworn, deposes, and states:

1. I am the GENERAL MANAGER of CREATIVE RECYCLING SYSTEMS with a local office in TAMPA, FLORIDA and principal office in TAMPA, FLORIDA.

2. The above named entity is submitting an Expression of Interest for the Seminole County project described as:

RFP-4184-03/JVP

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

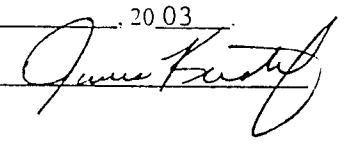
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 22nd day of April, 2003

JAMES KRISTOF 

Typed Name of Affiant


GENERAL MANAGER
Title

Sworn to and subscribed before me this 22nd day of April, 2003

Personally known 8 YEARS

OR Produced identification _____

(Type of identification)

Notary Public - State of  Ruth D. Corr
Commission # CC-910534
Expires Feb. 15, 2004
Bonded Thru Atlantic Bonding Co., Inc

My commission expires _____

(Printed typed or stamped
commissioned name of notary public)

ATTACHMENT D

Disputes Disclosure Form

110

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐

NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

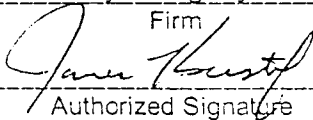
Project: RFP-4184-03/JVP

Creative Recycling Systems, Inc.

Firm

April 21, 2003

Date


Authorized Signature

General Manager

Officer Title

James Kristof

Printed or Typed Name

ATTACHMENT E

Compliance with the Public Records Law

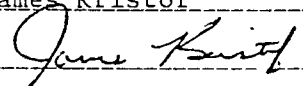
Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: Creative Recycling Systems, Inc.

Authorized representative (printed): James Kristof

Authorized representative (signature): 

Project Number: RFP-4184-03/JVP

Date: April 21, 2003

ATTACHMENT F

References

Proposer shall submit as a part of the proposal package, at least three (3) business references with name of the business, address, contact person, and telephone number, that have utilized the services being proposed to the County. Also, include a brief description of similar work satisfactorily completed with location, dates of contracts, name and address of owners and contact person.

Name: PINELLAS COUNTY

Address: 3095 114th AVE N ST. PETE
33716

Contact/Title: JOE FERNANDEZ

Phone: 727-464-7549

Fax#: 727-464-7713

Name: CITRUS COUNTY

Address: PO BOX 340 LECANTO, FL 34460

Contact/Title: FRANK WENZEL

Phone: 352-746-5000

Fax#: 352-527-7672

Name: D.E.P.

Address: 2600 BLAIR STONE RD
TALLAHASSEE, FL 32399-2400

Contact/Title: JACK PRICE

Phone: 850-245-8751

Fax#: _____

Name: BROWARD ARC

Address: 10250 NW 53rd ST SUNRISE, FL 33351

Contact/Title: SHARON L'HERROU

Phone: 954-746-9400

Fax#: 954-746-2954

Name: FLORIDA POWER CORP

Address: 100 CENTRAL AVE ST PETE, FL 33701

Contact/Title: BRIAN WOOD

Phone: 727-820-5040

Fax#: 727-820-5988

Name: VERIZON

Address: 203 KELSEY LANE SUITE G TAMPA, FL 33619

Contact/Title: JULIE HARRIS

Phone: 813-620-2270

Fax#: 813-623-5646

SECTION 2 – CORPORATE QUALIFICATIONS

13

A. Creative Recycling Systems, Inc. (CRS) is headquartered in Tampa, Florida. It has provided high quality electronics collection, demanufacturing and recycling services since becoming incorporated on January 6, 1994.

This success has resulted in a steady expansion of the company's service capabilities in correlation with the growing stature CRS has earned within the electronics recycling industry. The Tampa facility now has an operating capacity of 30,000 square feet of space compared to just 13,000 square feet originally. County and state officials toured this facility as part of the Florida Department of Environmental Protection's Tenth Annual Workshop. A similar facility is operating in suburban Atlanta, and the total number of CRS employees has grown tenfold during the past nine years.

The company is considered an authority on electronics recycling issues and the activities associated with it. Since the beginning of 2002, CRS representatives have provided valuable insight at several industry-related forums in Florida and across the Southeast. A CRS presentation concerning electronics collection and processing options was made at a workshop in Atlanta that was jointly sponsored by the regional office of the Environmental Protection Agency and the Southern Waste Information Exchange. Meanwhile, CRS described the environmental challenges faced by federal, state, and officials during the Key West Recycling Seminar. Other topics having to do with the recycling of end-of-life electronic equipment were addressed by company officials at separate workshops hosted by the DEP Central Region, the Metropolitan Environmental Training Alliance (METRA), the Florida Local Environmental Resource Agencies (FLERA), and other important organizations.

Another indication of the regard enjoyed by CRS came in August 2002, when the Greater Tampa Chamber of Commerce selected the company as its Small Business of the Year. Meanwhile, company president & CEO Jon Yob was named to the Board of Directors of Recycle Florida Today in June 2002. Recycle Florida Today is the state's leading trade organization for the recycling industry.

CRS has established a strong track record of customer satisfaction that extends to both the public and private sectors. The company currently works with solid waste departments to help coordinate the collection, recycling, and demanufacturing of end-of-life electronics in a diverse range of Florida counties. These include (but are not limited to) Pinellas, Citrus, Broward, Orange, Marion, Hernando, and Nassau.

Creative Recycling Systems, Inc. also supervises the collection, recycling, and demanufacturing of electronic equipment for businesses of virtually every size. Some of the more prominent include Progress Energy, Florida Power & Light, Blue Cross/Blue Shield, Verizon, and State Farm Insurance.

Its recycling experience encompasses various kinds of computers and computer monitors, commercial telephone switching equipment, televisions, and a wide assortment of consumer electronics. The company's expertise in processing CRT-based and other electronic equipment is not only shown by its wide range of clients, but by their confidence in how CRS effectively manages their equipment in an environmentally responsible manner.

This expertise is also reflected in the people from Creative Recycling Systems, Inc. who would help Seminole County to develop a successful electronics collection, demanufacturing, and recycling program.

2B. See attachment A section 2

2C. CRS Staff Credentials/Resumes

Jon Yob, President & CEO. With 23 years of recycling experience, Jon is well qualified to direct CRS in its implementation efforts. He founded the company after realizing how a full-service electronic recycling company could assist the public and private sectors to resolve the public health and environmental threat presented by the improper disposal of electronics.

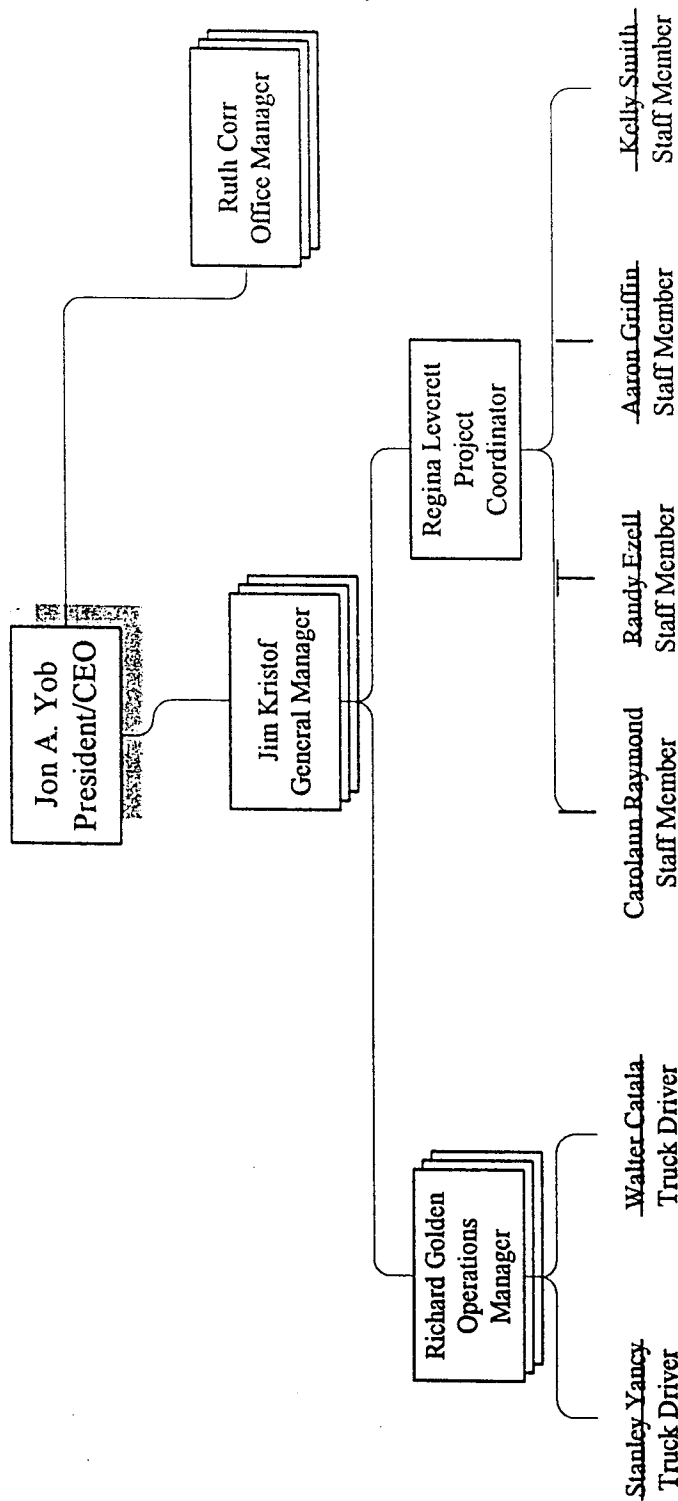
Jim Kristof, General Manager. Jim is an expert on integrated circuits and electronic components. His skills in evaluating external customer requests and responding to their specific needs, coordinating the collection and shipment of equipment to be recycled, and enhancing customer awareness will be highly useful as the Seminole County program evolves.

Regina Leverett, Project Coordinator. Regina has been coordinating both the on-site and mobile collection of electronics equipment, as well as helping to ensure its safe transport for demanufacturing and recycling by CRS. She plays a major role in the Orange County electronics recycling program, and serves as the primary liaison with county solid waste officials. Her accomplishments in this regard will be valuable in the success of the Seminole County recycling effort.



Creative Recycling Systems, Inc.

April 22, 2003



SECTION 3 – PROJECT UNDERSTANDING AND APPROACH

The opportunity to develop and implement an electronics recycling partnership with the Seminole County Solid Waste Department is a task for which Creative Recycling Systems, Inc. is uniquely qualified. Its unparalleled expertise in the collection, demanufacturing, and recycling of end-of-life electronic equipment is a fact from which Seminole County can draw significant assurance and peace of mind.

As noted in SECTION 4 – RELEVANT EXPERIENCE, CRS is successfully meeting the recycling needs of Florida counties in ways that reflect their special circumstances. The same capabilities will be applied to serve Seminole County in ways that meet or exceed contractual obligations.

This process begins by assembling a professional, experienced, and conscientious team that will base its actions on frequent and ongoing consultation with officials from the Solid Waste Department. Customer satisfaction is at the heart of every project undertaken by CRS. It results from listening to what a customer needs, and acting on those needs with dedication, expertise, and integrity. The company looks forward to the prospect of fostering such a relationship with Seminole County.

While Seminole County is significantly different from Orange County, the fact that Creative Recycling Systems, Inc. is already recycling end-of-life electronics in that jurisdiction represents a significant advantage for all concerned. For example, its geographic proximity means that CRS can expedite the development and implementation of a comprehensive electronics recycling infrastructure in Seminole County. In fact, the company will be even more effective in attaining the objectives of the Solid Waste Department as a result of its experience with both on-site and mobile collections in Orange County.

Creative Recycling Systems, Inc. is also committed to encouraging a regional approach to electronics recycling in partnership with the Florida Department of Environmental Protection. Seminole County is fundamentally important in successfully establishing such a framework within the Central Florida region. As a result, the company places an exceedingly high priority on helping to create an efficient, cost-effective, and responsive electronics recycling system in Seminole County.

3A. Creative Recycling Systems, Inc. will work closely with Seminole County so that this electronics recycling contract can be successfully implemented. Upon being awarded this contract, company representatives will establish an ongoing dialogue with the appropriate county officials.

CRS will also visit designated collection sites and facilities so that we can provide Seminole County with the electronic recycling services called for in the contract.

The company has participated in hundreds of mobile recycling collections involving solid waste departments in Pinellas, Marion, Broward, Hillsborough, Citrus, Orange, and other Florida counties, as well as businesses such as Home Depot. Safety and contingency plans will be developed for each mobile collection site. Specific items such as packaging, transportation, a tent, surveys, refreshments, and business machines will accompany CRS personnel to these collection events. A safety meeting will be held one hour prior to each event, and all preparations will conclude 30 minutes in advance.

The company will also formulate a strategic plan of action regarding all aspects of this contract. It will incorporate the HHW collections, each mobile collection event, any "milk runs" specified in the contract, and other components that maximize the benefits accruing from the collection, demanufacturing, and recycling of end-of-life electronic equipment in Seminole County.

One element of that strategy is to aid non-profit organizations and the community through workshops and discounted recycling fees. CRS will also further accelerate a long-standing effort to help needy individuals and organizations through its computer donation program.

Creative Recycling Systems, Inc. has a detailed procedure as end-of-life electronics equipment is obtained through on-site and mobile collections. After cleaning up the collection site along with segregating, packaging, and loading the collected material, CRS will transport it from Seminole County to the company's Tampa facility. The following equipment will be used toward this end: 24-foot box truck(s) with a lift gate and minimum 24-pallet capacity, roll-off container(s), and other items as mutually agreed upon. CRS will also provide all packing materials such as pallets, Gaylord boxes, shrink wrap, and a pallet jack. Precise collection logistics would be developed in close consultation with the Seminole County Solid Waste Department.

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In addition to being used for on-site and mobile collections, CRS envisions the possibility of eventually using transport equipment to regularly pick up end-of-life electronics on an established route that would serve government agencies, nonprofit organizations, and businesses. These arrangements would be deferred until such time as justified by the development of the electronics collection infrastructure in Seminole County. Logistical considerations would be examined through joint consultation between Creative Recycling Systems, Inc. and the Seminole County Solid Waste Department, and will be established to the mutual benefit of each party.

Upon arrival, a detailed inventory will take place according to terms of the recycling contract. About 99% of all equipment received is actually recycled, and CRS employs sophisticated procedures that are both safe and highly efficient:

1. After components are weighed and identified, they are designated for reuse, demanufactured, resold, donated, or recycled in an environmentally responsible manner.
2. Once the Triage process concludes, functional electronic equipment is prepared for resale or donation to nonprofit agencies.
3. Other equipment is diverted to the Demanufacturing Section, where individual components are separated by type and function. An advanced demanufacturing methodology sets the stage for CRS to efficiently remove reusable parts and resell them on the secondary market.
4. This superior process is enhanced by the Integrated Circuit Section, which retrieves and refurbishes components as necessary. As a result, CRS has a comprehensive inventory of approximately 20,000,000 electronic components for resale. This allows CRS to establish worldwide markets consisting of various manufacturers, resellers, and parts facilities, and reinforces its stature as a strategic source for essential after-market components.
5. Remaining materials are either sold on the secondary market or recycled in an environmentally responsible manner

Please refer to the Flow Chart in SECTION 4 - RELEVANT EXPERIENCE for additional details.

The following hand tools are utilized in the application of demanufacturing procedures: screwdrivers, hammers, screw guns, wrenches, pliers, gloves, safety goggles, and weight belts (as necessary). The remaining 1% of material unsuitable for end users is also devoid of hazardous waste, and is taken by the City of Tampa Solid Waste Department for appropriate processing.

Creative Recycling Systems, Inc. has built an intricate network of end users through a marketing strategy that focuses on identifying mutual needs and satisfying them to maximum advantage. Please refer to SECTION 5 - ABILITY TO PERFORM for a complete summary.

Our corporate priority is to provide a complete environmental solution for recycling electronic equipment from practically every source. It is a responsibility that CRS does not undertake lightly, but one whose benefits extend beyond a balance sheet to help every segment of the community, its health, and its environment.

3B. See attachment A section 3

3C. See attachment B section 3

CREATIVE RECYCLING SEMINOLE COUNTY CONTINGENCY PLAN

I. Preparedness

Local agencies that may be needed are listed below. A site diagram will be provided as well as a copy of the contingency plan. A copy of this contingency plan shall be maintained at the HHW Facility and the Environmental Section Office.

Local Agencies: To be determined by site

Hospital

Workman's Compensation

Fire

Environmental

Poison Control:

Florida Poison Control Information Center
1-800-282-3171
1-813-844-4444

Every effort shall be made to operate the facility in a safe manner. All necessary material to contain small spills, fires or releases shall be maintained on site. These supplies shall also be used to contain and cleanup any minimal releases during normal operation. Good housekeeping will support a safer work environment.

In the event of fire, personal injury or other compromise to personal safety, emergency responses shall be adhered to immediately.

II. Personal Protection Equipment (PPE)

PPE:

Safety Glasses
Leather Gloves
Appropriate Foot Attire
Lifting belts (as needed)
Dust Masks (as needed)

III. Site Plan

To be determined by site.

IV. Emergency Response Coordinators/Emergency Response Team

Emergency Response Coordinators:

Primary: Ed Fitzgerald

State of Florida
Dept. Of Environmental Regulation
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803-3767
(407) 894-7555

Responsibility: To ascertain the severity of the emergency, and if necessary, implement the contingency plan. The coordinator shall direct the Solid Waste Department personnel to start evacuation procedures and notify local response agency of problem.

Secondary:

Risk Management
109 E. Church Street
Orlando, Fl. 32801
(407) 836-5625

In the event that the local emergency response authorities are called in, the senior officer of the responding agency shall assume command of the operations. The chain of command structure of this agency shall then be put into effect.

The SWD response team shall follow the response authority's direction. The SWD response team shall assume responsibility for site cleanup. The response team is comprised of the available HHW staff.

V. Prevention of Emergency Situations

Operations shall be conducted at the HHW in a manner that maximizes worker and environmental safety. No smoking shall be permitted in the facility compound and access will be restricted to authorized personnel only. Signs notifying this to the public shall be posted throughout and

**CONTINGENCY PLAN
PAGE 2**

around the facility. The safety and operation plans shall be followed at all times.

A loading dock is available at the facility to decrease the possibility of dropping or spilling material when handling. When waste handling operations are being conducted the drain in the packaging/receiving area shall remain closed. It will be opened only when the trap contains no contaminants. If a spill occurs the drains in the containment areas will be blocked to restrict the release of any material.

No shock sensitive or explosive material is to be stored at the facility. In the event that this material is received at the facility the bomb squad shall be notified and arrangements made for disposal of this material. Incompatible wastes shall be stored in separate areas.

VI. Identification of Emergency Situations

The following situations will be considered emergencies:

- The automated alarm systems sound
- Fire or smoke is detected
- An explosion occurs
- Severe threatening weather is approaching (such as a hurricane or Tropical Storm)
- A serious leak or spill is detected
- Personal injury has occurred
- Any other occurrence transpires which needs immediate attention

VII. Emergency Procedures

Whenever there is an imminent or actual emergency situation, the emergency coordinator shall take responsibility for implementing the contingency plan. If necessary the facility alarm shall be activated to notify all facility personnel and provide for evacuation. If necessary, the notification plan must be implemented.

When there is a release, fire or explosion, the emergency coordinator must immediately identify the character, extent, source amount, and area extent of any released material. This may be done by observation or review of facility records or manifests, and, if necessary, by chemical analysis.

Also, the emergency coordinator must assess possible hazards to human health or the environment that may result from the release, fire or explosion. This assessment must consider both direct and indirect effects of the release, fire or explosion (i.e. Released gas, contaminated runoff from fire fighting).

During an emergency, the emergency coordinator must take all reasonable measures necessary to ensure that fires, explosions and releases do not occur, reoccur or spread to other hazardous wastes at the facility. These measures must include, where applicable, stopping processes and operations, collecting and containing released waste, and removing or isolating containers.

The emergency coordinator shall direct facility staff in response procedures as the situation dictates.

I. Emergency Procedure, Fire

In the event of a small fire outside of the storage area, the personnel discovering the fire should determine if it could be extinguished safely and quickly with the available fire extinguishers. First consideration must be given to the safety of all people with the facility. If the fire can safely be extinguished with available materials, appropriate actions should be taken.

The emergency response coordinator shall be notified immediately and shall determine if the facility should be evacuated and if outside agencies need to be contacted.

If the personnel first discovering the fire determine they are unable to extinguish the fire in a safe manner, they should immediately sound the facility alarm and provide for the evacuation of the facility.

In the event of a fire within the storage building, initial determination should be made concerning the safety of response actions. The doors of the storage buildings should not be opened. If it can be done safely, the storage building's fire suppression system should be activated (if it has not done so automatically). The emergency coordinator must immediately be notified.

If the fire within the storage shed is deemed unsafe to approach, the evacuation and notification plans shall be activated.

In the event the sprinkler system anywhere throughout the facility is triggered, it may be necessary to manually cut off the flow of water.

CONTINGENCY PLAN
PAGE 3

2. Emergency Procedures, Spills or Releases

Most materials handled by the hazardous waste facility will be in containers of 55 gallons or less. Facility staff may handle spills of this type. If the nature of the spill is determined to be unsafe for containment by facility staff, the evacuation and notification plans shall be immediately implemented.

During waste handling operations the floor drain in the packaging receiving areas shall remain closed. If a release occurs the drains from the exterior containment areas will be blocked to prohibit the release of material. Dikes, berms or absorbent booms shall be placed down gradient of the possible release path of the material.

If SW staff can handle the spill, the hazard presented by the spill material shall be ascertained first. The spill material should be identified by inspection of container, manifests or facility records. Personal protective equipment should be donned prior to entering the spill area.

VIII. EVACUATION

In the event that the facility need to be evacuated, (as determined by the Emergency Response Coordinator on-site), emergency phone number 911 will be dialed, by the scalehouse operator. Upon evacuation, of the facility, all personnel are to proceed directly to the rallying point. Upon evacuation, all non-response personnel shall be kept a safe distance from the facility.

IX. NOTIFICATION

The Landfill supervisor and/or the Emergency Response Coordinator shall notify the offices of Emergency Management (407) 894-7555), and the Manager of Solid Waste Department, (407) 665-7114.

X. FOLLOW UP

The emergency coordinator must note in the operating record the time, date, details of any incident, which requires implementing the contingency plan. Within 15 days after the incident, he must develop a written report on the incident. The report shall include:

1. All information included in the initial emergency report.
 - A. Name, address, phone of owner/operator
 - B. Name, address, phone of facility
 - C. Date/time of incident
 - D. Name and quantity of materials
 - E. Extent of injuries
2. Actions taken to respond to/contain the release
3. An assessment of actual or potential hazards to human health or the environment, where applicable.
4. Advice regarding medical attention necessary for exposed individuals.
5. Estimated quantity/disposition of received material.
6. Critique of response plan implemented.

XI. CLEAN UP/DECONTAMINATION

PROCEDURES FOR DAMAGED ELECTRONIC COMPONENTS

All broken (physically damaged) electronic equipment will be stored in a separate, designated container. If the component is broken on arrival at the site, extreme caution will be used in removing the material from the vehicle and transferring it to the designated storage container. Heavy duty gloves and additional packing material will be used, as necessary, to prevent injuries to the staff or customers.

If a discarded electronic item is dropped or otherwise broken during transfer from the customers vehicle to the carts/dollies or into the storage container, CRS staff are responsible for controlling the site and cleaning up any debris from the ground or transfer equipment using the following CRS spill/release guidelines:

- Cease operations; control the scene.
- Protect any and all involved personnel and/or participants.
- Identify materials.
- Clean up and containerize the materials; place them in the designated storage unit.
- Decontaminate as necessary.
- Resume operations when safe to do so.

If personnel or participant(s) sustain injuries warranting emergency health service, staff will obtain needed service for injured person(s).

CREATIVE RECYCLING SEMINOLE SAFETY PLAN

I. FUNCTIONS OF THE HOUSEHOLD ELECTRONICS COLLECTIONS PROGRAM IN SEMINOLE COUNTY

This is a comprehensive program to manage discarded electronics in Seminole County. The Program has two primary elements: Household electronics collections at the Seminole County Transfer Station (CTS) located at 1950 State Road 419, Longwood, Florida 32750, whose hours of operation are 7:30am to 5:30 pm, Monday thru Saturday, and household electronic collections at mobile collection events. Creative Recycling Systems, Inc. (CRS) will provide collection, recycling and demanufacturing services for the electronics.

The program provides management/disposal/recycling services to Seminole County residents. The County does not accept electronic components from businesses at this time. However, in the future there is consideration for an amnesty day in which businesses may participate at little or no cost. The primary focus of this program is to reduce the number of cathode ray tubes (CRT's) landfilled in Seminole County. CRT's are found primarily in television sets and computer monitors, and there is a need to recycle these materials because of certain quantities of potential contaminants.

The HHW Facility located at the Seminole County Landfill is open to residents of Seminole County during normal operation hours. The county will also hold four mobile collection events at various locations throughout the county.

II. COLLECTION STAFFING

A. Mobile Collections

- CRS will provide a minimum of three (3) qualified personnel to each mobile collection
- CRS will provide all storage containers.
- CRS will provide transportation to all recycling/demanufacturing facilities.
- CRS will monitor and track all necessary paperwork, including participant data and required DEP reports.
- CRS will assist collection participants with the loading and unloading of the electronic equipment.

B. Collection from HHW facility

- CRS within four days notification of EOL electronic equipment being ready arrange for pick-up of this equipment.
- CRS will provide transportation from HHW facility to recycling/demanufacturing facilities.
- CRS will provide trained, competent personnel to handle and transport EOL electronic equipment.
- CRS will ensure that the collection of this equipment is accomplished within the Seminole County Landfill's normal business hours.

I. PERSONAL PROTECTION EQUIPMENT (PPE)

CRS staff is required to have/wear the following personal protective equipment (PPE):

1. Safety glasses
2. Leather gloves
3. Appropriate foot attire
4. Lifting belts (as needed)
5. Dust Masks (as needed)

IV. PROCEDURES FOR ACCEPTING HOUSEHOLD ELECTRONICS

Only electronics generated by households are accepted at HHW. In the event of a customer arriving with wastes that were generated by a business or government agency, they will be notified of the procedures for accepting materials from businesses.

Materials accepted at Mobile Collections and HHW include:

- Televisions
- computers (CPU's)
- monitors
- drives
- VCR's
- cameras
- plotters
- printers
- microwaves

Materials NOT accepted are:

- automotive/lead acid batteries
- explosives
- radioactive waste
- smoke detectors

**SAFETY PLAN
PAGE 2**

Materials NOT accepted are (cont)

- non-electronic equipment
- stoves
- air conditioners
- refrigerators
- washer/dryers
- irons
- fans

A. ACCEPTANCE PROCEDURES FOR DAMAGED ELECTRONIC COMPONENTS

All broken (physically damaged) electronic equipment will be stored in a separate, designated container. If the component is broken on arrival at the site, extreme caution will be used in removing the material from the vehicle and transferring it to the designated storage container. Heavy duty gloves and additional packing material will be used, as necessary, to prevent injuries to the staff or customers.

If a discarded electronic item is dropped or otherwise broken during transfer from the customers vehicle to the carts/dollies or into the storage container, CRS staff are responsible for controlling the site and cleaning up any debris from the ground or transfer equipment using the following CRS spill/release guidelines:

- Cease operations; control the scene.
- Protect any and all involved personnel and/or participants.
- Identify materials.
- Clean up and containerize the materials; place them in the designated storage unit.
- Decontaminate as necessary.
- Resume operations when safe to do so.

If personnel or participant(s) sustain injuries warranting emergency health service, staff will obtain needed service for injured person(s).

V. PROCEDURES FOR SEGREGATING/STORING HOUSEHOLD ELECTRONICS

All electronic equipment will be stored in separate containers for processing purposes. Electronic equipment that is stackable will go on pallets and will be shrink wrapped. Electronic equipment that is not stackable will be placed in Gaylord containers on pallets. Electronics are placed in compatible categories in the storage units or designated storage containers. Categories that used for sorting purposes include:

- | | |
|----------------------------------|----------------------|
| - Large televisions (>19 inches) | - Microwaves |
| - Small televisions (<19 inches) | - Stereos / Radios |
| - Computer monitors | - VCR's / Camcorders |
| - Computers (CPU) | - Interface CD-ROM's |
| - Printers / Copiers | - Plotters |
| - Hard Drives | - Telephones |
| - Power Supplies | - Miscellaneous |

VI. SAFETY PROCEDURES/EQUIPMENT

CRS staff performs all duties in a safe, efficient manner. Appropriate PPE (Section III) is worn whenever handling and/or processing materials. Materials are lifted and carried appropriately. Containers of materials are lifted and carried using both hands to prevent dropping them.

Staff training is commensurate with safety requirements of job duties, including training in using safety equipment. All safety equipment is checked routinely and kept ready for use.

All electronic equipment is removed from vehicles one at a time in order to prevent breakage. Two trained staff members will handle any electronic equipment over 40 pounds. Electronic equipment is lifted and placed on carts, dollies, pallets, or placed in a gaylord box using both hands to prevent breakage. All safety equipment is checked routinely and kept ready for use.

Collection of electronic equipment is normally conducted in conjunction with collection of household chemical wastes. Special care should be taken when handling mixed loads (electronic equipment and chemical waste) to ensure that the chemical wastes have not contaminated the electronic equipment. If there is any indication that the electronic equipment has contacted chemical wastes in the load, it should be handled as a chemical waste as opposed to an electronic equipment, unless the material can be safely, easily and completely decontaminated by the CRS staff (i.e., paint spilled on a telephone may be wiped off with a rag).

SECTION 4 – RELEVANT EXPERIENCE

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A. Creative Recycling Systems, Inc. has gained a wealth of experience in every aspect of electronics recycling. This includes the collection, transportation, reuse, and demanufacture of virtually all forms of end-of-life electronic equipment. The range of capabilities summarized in this section demonstrates how CRS would help enable Seminole County to attain (and quite possibly surpass) its objectives for the recycling of household electronics.

Table of Services

Table of Services Key: 1-recycling, 2-collection, 3-transportation, 4-reuse, 5-demanufacture
6-mobile collection

County	Services	Year Started	Contact Person/Phone, Fax Numbers
Pinellas	1,2,3,4,5,6	1998	Joe Fernandez 727-464-7549 727-464-7713
Marion	1,2,3,4,5,6	2002	Scott Harper 352-245-4584 352-245-4228
Orange	1,2,3,4,5,6	2003	Dan Morrical 407-836-6654
Hernando	1,2,3,4,5,6	2003	Jeff Howley 352-754-4112 352-754-4118
Broward	1,2,3,4,5	2001	Sharon L'Herrou 954-746-9400 954-746-2954
Citrus	1,2,3,4,5	2001	Frank Wenzel 352-746-5000 352-527-7672
Lake	1,2,3,4,5	2002	Daryl Boyd 352-343-3776 352-343-9257
Nassau	1,2,3,4,5,6	Begins 5/03	Bob McIntyre 904-879-6321 904-879-6323

The company works closely with local solid waste officials to create and implement a comprehensive electronics recycling infrastructure tailored to their specific needs. A critical element is its ability to help participating counties to utilize existing facilities in a highly cost-effective manner. These facilities accept end-of-life electronic equipment on a regularly scheduled basis.

Recycle Florida Today and the Pinellas County Commission have each formally recognized the positive impact of the CRS association with Pinellas County. It began in 1998, and was recently renewed.

Meanwhile, electronics recycling services in Broward County involve CRS, the solid waste department, and the non-profit organization ARC-Broward. That partnership is in its second year, as is the arrangement under which CRS provides similar services in Citrus County.

Creative Recycling Systems, Inc. is currently helping to develop and implement programs that encourage local residents to recycle their household electronics under the terms of a Florida Department of Environmental Protection contract (SW-213) awarded in May 2002. One outgrowth of this mandate is a recycling contract with Orange County that went into effect in December 2002.

In addition, specialized expertise is available for the staging of mobile collections that complement on-site collections in each county served by CRS.

4B. This expertise is currently being applied in Pinellas, Orange, Marion, and Hernando counties, and Nassau County will host its first mobile collection in May. Regionally-based public facilities such as schools and county buildings are commonly used as collection points. Home Depot stores are hosting mobile collections in Pinellas County. In addition, Creative Recycling Systems, Inc. arranged for a Home Depot store to be the site of the Orange County mobile collection in October 2003.

Please refer to SECTION 4 - RELEVANT EXPERIENCE section A for contact information for each county

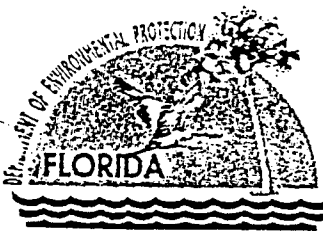
As noted above, CRS is able to help structure locally based electronics collection programs that encourage the participation of interested partners from outside the public sector.

All end-of-life household and business electronics collected from residents in these counties is then transported by CRS for recycling. The company's demanufacturing procedure ensures that more than 99% of this material is recycled, and the remainder is safely processed according to strict environmental standards. Please refer to SECTION 3 - PROJECT UNDERSTANDING AND APPROACH for specific procedural details.

CRS also has an impressive customer base within the private sector. The company has excelled at recycling of large volumes of electronic equipment for communications companies such as Sprint and Verizon, utilities that include Progress Energy and Florida Power & Light, and insurance companies highlighted by Blue Cross/Blue Shield and State Farm.

These accomplishments illustrate how Creative Recycling Systems, Inc. adapts its electronics recycling capabilities to effectively satisfy a wide variety of needs and objectives. We look forward to the prospect of enabling Seminole County to serve its residents in a similar manner.

4C. No environmental citations or violations received in the past five years



Department of Environmental Protection

11

Jeb Bush
Governor

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
July 11, 2001

David B. Struhs
Secretary

JON YOB, PRES
CREATIVE RECYCLING SYSTEMS INC
PO BOX 19120
TAMPA, FL 33686-

The Hazardous Waste Regulation Section has reviewed your application for a hazardous waste DEP/EPA Identification Number. Based on the information received you have been issued the following identification number for the facility located at 7501 INTERBAY BLVD , TAMPA:

FLR000078337

Your facility status is the following:

Non-handler

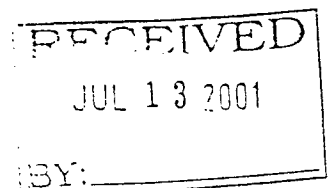
THIS LETTER IS NOT AN APPROVAL TO TRANSPORT HAZARDOUS WASTE OR TO OPERATE A HAZARDOUS WASTE TREATMENT, STORAGE, OR DISPOSAL (TSD) FACILITY. PLEASE CONTACT THE DEPARTMENT FOR COMPLETE REQUIREMENTS FOR HAZARDOUS WASTE TRANSPORTERS AND TSDs.

Please notify us in writing if there is any change in your operations which would affect your status. For further assistance, please call (850) 488-0300.

Sincerely,

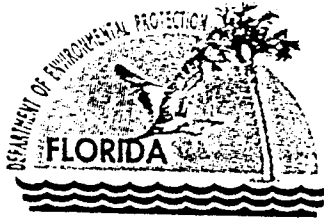
Michael X. Redig
Environmental Manager
Hazardous Waste Regulation Section

Site: 186333



"More Protection, Less Process"

Printed on recycled paper.



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

David B. Struhs
Secretary

03/13/2003

James Kristof
Creative Recycling Systems, Inc.
Po Box 19120
Tampa, FL 33686-9120

The Florida Department of Environmental Protection has reviewed your application for registration as a transporter or handler for universal waste lamps and devices destined for recycling. Based on the information received, the facility located at **7501 Interbay Blvd., Tampa, FL** has been registered with the following status:

Facility ID # **FLR000078337**
Transporter of Universal Waste Devices
Small Quantity Handler Facility for Universal Waste Devices
(Less than 2,000kg of Lamps (8,000) and/or 100kg of Devices for 1 Year)

This registration is valid through **March 1, 2004**. The registration form for the year **2004** registration will be sent to the contact person indicated on your application.

Chapter 62-737, Florida Administrative Code (F.A.C.), (copy enclosed) specifies several other requirements including packaging, training and record keeping for transporters and handlers and reverse distribution programs for universal waste lamps or devices destined for recycling. These requirements are simple, flexible and make good business and environmental sense (summarized on enclosed fact sheets).

This registration does not allow you to transport or handle universal waste lamps or devices which are destined for landfill or other disposal. The transportation or handling of universal waste lamps or devices destined for disposal is subject to our hazardous waste management regulations under Chapter 62-730, F.A.C.

If any of the information for your facility on the Universal Waste Lamp and Device Transporter and Handler Registration Form changes, please notify me in writing at Mail Stop 1555 at the letterhead address above. For further assistance, please contact Laurie Tenace at (850)245-8707 or Internet email at Laurie.Tenace@dep.state.fl.us.

Sincerely,

John L. (Jack) Price
Environmental Manager
Hazardous Waste Management Section

Enclosures

"More Protection, Less Process"

Printed on recycled paper.



Creative Recycling Systems, Inc.

11

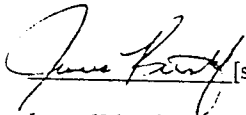
AFFIDAVIT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, Ruth Corr, [name and capacity of officer before whom affidavit is sworn], on this 22nd day of April, 2003, personally appeared James Kristof, known to me to be a credible person and of lawful age, who being by me first duly sworn, on his oath, deposes and says:

"Creative Recycling Systems, Inc. is using the end markets specified in the attached flow chart and end market contact information. If there should be a change to these markets the County of Seminole, Florida will be duly notified."

 [signature of affiant]

James Kristof
9001 94th St. N.,
Largo, FL. 33777

Subscribed and sworn to before me, this 22nd day of April, 2003.



Ruth D. Corr

Commission # CC 910534 [signature of officer]

Expires Feb. 15, 2004

Bonded Thru ~~Atlantic Bonding Co., Inc.~~ [Bonded name of officer]

_____[title of officer]

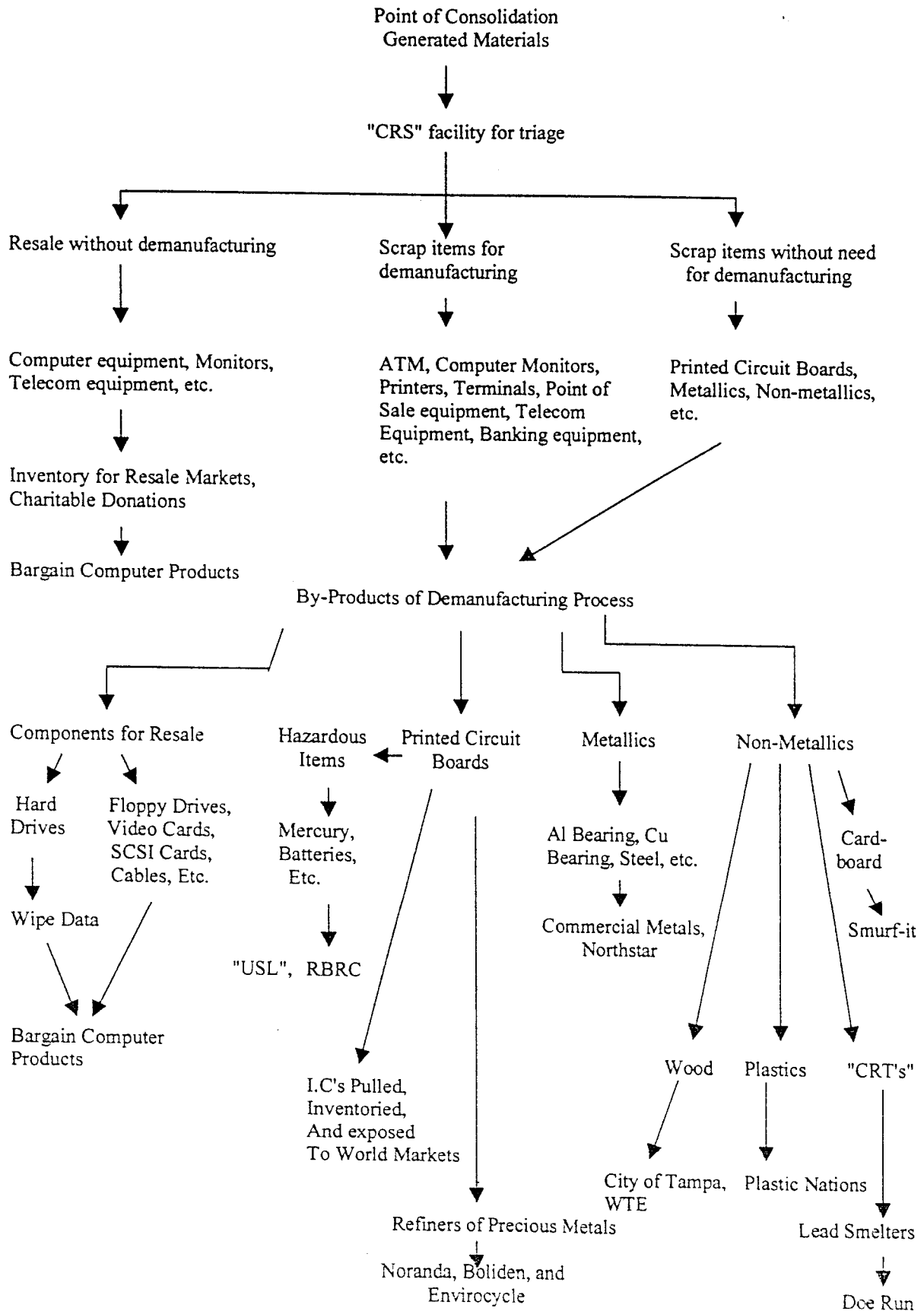
My commission expires: ____, 20__

"Recycling that works for you"

PO Box 19120, Tampa, FL 33686-9120
(813) 621-2319 Fax (813) 626-1248



Creative Recycling Systems, Inc. 1.





Creative Recycling Systems, Inc.

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End-Market Contact Information

<u>Company</u>	<u>Contact Person</u>	<u>Phone & Fax numbers</u>
US Liquids 7202 East 8th Ave. Tampa, FL 33619	Curt DeBrunner Hazardous Materials Such as mercury	(813) 623-5302 (813) 628-0842
RBRC 1000 Parkwood Circle Suite 450 Atlanta, GA 30339	Met them at RFT convention have sent containers for us to use for rechargeable batteries	(678) 419-9990
Noranda Inc. 80 Commercial Way East Providence, RI 02914	John Cianciarulo Circuit Boards	(401) 438-9220
Electrocycling GMBH Landstrabe 91 D-38644 Golsar	Dr. Georg Froehlich Circuit Boards	+49-5321-3367-0
Commercial Metals 2038 N. Lane Ave. Jacksonville, FL 32254	Rick Leathers Non-Ferrous Metals	(904) 786-2771 (904) 786-9196
Trademark 5220 Dover Street Tampa, FL 33619	Jack Stiple Ferrous Metals	(813) 677-4471
City of Tampa, Waste-to-Energy facility 4010 West Spruce Street Tampa, FL 33607	Wood and other items	(813) 274-8771
Doe Run HC 1, Box 1395 HWY, KK Boss, MO 65440	Louis Magdits Leaded Glass	(573) 626-3477 (573) 626-3405
Smurfit Stone Container 5111 North 26 th Street Tampa, FL 33610	Cardboard	(813) 238-6433
Plastic Nations 20283 SR 7 Suite 104 Boca Raton, FL 33498	Nathan Seskin Plastic	(561) 482-9300 (561) 482-9369
Bargain Computer Products PO Box 19120 Tampa, FL 33686-9120	Mike Bellotte Reusables	(813) 839-1596

5F. We currently have contracts with all of the above mentioned companies and are working these contracts simultaneously

5G. We do not plan on employing any subcontractors to fulfill the Seminole contract

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Statement of Insurance Compliance

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The undersigned firm agrees to obtain prior to award, if selected, Commercial General Liability Insurance, Worker's Compensation Insurance and Business Automobile Liability Insurance in accordance with the requirements as set forth in this solicitation or the draft agreement, attached hereto.

Policies other than Worker's Compensation shall be issued only by insurance companies authorized to conduct business in the State of Florida and who maintain certificates of authority issued by the Department of Insurance of the State of Florida. Insurance companies issuing policies shall maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

James Kristof

Proposer

X

James Kristof

Authorized Signature

General Manager

Officer Title

April 21, 2003

Date

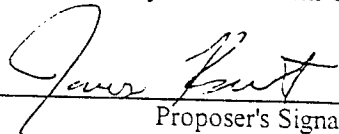
This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Creative Recycling Systems, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will agree by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

April 23, 2003
Date



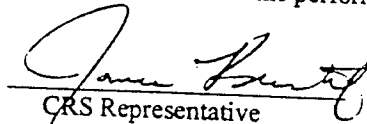
Creative Recycling Systems, Inc.

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Hold Harmless

Creative Recycling Systems, Inc. (hereafter referred to as "CRS") shall indemnify and save harmless The County of Seminole Florida (hereafter referred to as "Seminole") from and against all claims for (1) bodily injuries, including death, or damage to property caused by any negligent act or omission of "CRS" or its employees in connection with the performance of this contract, or (2) bodily injuries, including death, to "CRS" employees caused by the condition of any premises, equipment or other property being used by any of "CRS" employees in connection with the performance of this contract.

Signed By:


CRS Representative

Date:

4/22/03

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(813) 621-2319 Fax (813) 626-1248

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
PURCHASE ORDER

P.O. NUMBER: **112**

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TYPE OF ORDER

ORDER DATE

REQ. NUMBER

BUYER

BID NUMBER

VENDOR NUMBER

DEPT/DIV COST CENTER

PROJECT NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD, FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

SHIP

VENDOR

VENDOR PHONE #

TERMS

NO. OF CALENDAR DAYS FOR DELIVERY A.R.O.

WARRANTY

ITEM #

QUANTITY

UNIT

ITEM DESCRIPTION

UNIT PRICE

EXTENDED PRICE

SAMPLEREQUESTING
DEPT/DIVCONTACT
PERSON

TOTAL AMOUNT \$

ALL SHIPMENTS ARE CONSIDERED TO BE PREPAID F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE.
C.O.D. SHIPMENTS CANNOT BE ACCEPTED. THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION

POST OFFICE BOX 3080

SANFORD, FL 32772-0889

Accts. Payable Inquiries - Phone (407) 665-7661

PURCHASING DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR